

# APPENDIX C

11/16

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Greenbelt Division)**

In re:

USGen New England, Inc.,

Debtor.

Case No. 03-30465 (PM)

Chapter 11

**ORDER GRANTING EMERGENCY MOTION FOR ENFORCEMENT AND/OR  
CLARIFICATION OF PRIOR ORDERS**

Upon the Emergency Motion for Enforcement and/or Clarification of Prior Orders (the "Motion") of the Town of Rockingham, Vermont (the "Town"), and upon notice adequate under the circumstances, and after hearing, the Court finds that TransCanada Hydro Northeast, Inc. ("TransCanada") has attempted to thwart the performance by the Town of the Option on the Bellows Falls Project the Town entered into with the Debtor under order of this Court, by seeking to influence the voters of the Town to reject performance of the Option, and that such actions by TransCanada are inconsistent with the obligations assumed by TransCanada under its Asset Purchase Agreement (the "APA") for the Debtor's hydroelectric assets, also sanctioned by order of this Court. The Court further finds that, to the extent TransCanada or the Debtor may believe that certain changes in the Option, requested by the Town, are "material" changes barred

by the APA, the changes requested are not material, and are within the express obligations of commercial reasonableness and good faith contained in the Option. Accordingly, it is, by the United States Bankruptcy Court for the District of Maryland,

ORDERED that TransCanada shall cease and desist from encouraging the voters of the Town to reject performance of the Option, and shall affirmative communicate to the voters that TransCanada does not oppose the Town's performance of the Option; it is further

ORDERED that the Vermont Hydroelectric Power Authority is hereby substituted for the Vermont Power Supply Authority in the Option, and that the Town may, if need be, assign the Option to the former authority if need be for the purposes set forth in the Option, and it is further

ORDERED that section 13.1 of the Option is hereby clarified by adding the clause "and Optionee [the Town] shall be entitled to return of any deposit made" after the word "terminated" in the last sentence of that section.

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**END OF ORDER**